

BEFORE THE CHIROPRACTIC PHYSICIANS' BOARD OF NEVADA

In the Matter of

CRAIG M. BLACK, D.C.,

Respondent.

Complaint No. 04-19

STIPULATION TO SETTLE
DISCIPLINARY ACTION AND ORDER

*Filed April 28, 2005
2:05 pm
D. W. Smith
C.P.B.N.*

COMES NOW the Chiropractic Physicians' Board of Nevada (Board), by and through its prosecuting attorney Senior Deputy Attorney General Robert L. Auer, and Respondent Craig M. Black, D.C., by and through his legal counsel Matthew D. Ence, Esq., and hereby enter into this consent agreement providing for the settlement of the above-captioned disciplinary action without the necessity of a formal administrative hearing. The parties agree as follows:

AGREED BACKGROUND FACTS

1. The Board received and investigated a complaint against Dr. Black alleging violations of NRS Chapter 634 and NAC 634 concerning the manner of his advertising services to the public;

2. The alleged conduct at issue in this complaint was that some of the advertising materials were misleading to the public and/or did not provide enough information to members of the public concerning pricing for services ;

3. The Board served a notice of intended action to Dr. Black in accordance with NRS 233B.127(3) setting forth the facts and conduct allegedly warranting the Board to take disciplinary action. Dr. Black received the notice of intended action on December 7, 2004;

4. Dr. Black admits the allegations and the violations set forth in the notice of intended action. Specifically, Dr. Black admits that he advertised free services without including the price ordinarily charged for those services, and that he did business as "Chiropractic Physician(s) Group" without including his personal name and/or making it clear that he was the only doctor currently practicing in the group. Dr. Black will remedy these violations by hereafter including the price ordinarily charged for services in any offer of free

1 services, and by hereafter listing his practice as, or similar to: "Dr. Craig M. Black, D.B.A.
2 Chiropractic Physician Group of Nevada."

3 5. If the Board so approves this proposed agreement, the Board then accepts Dr.
4 Black's acknowledgement and good faith efforts to comply with all terms of the settlement
5 agreement as a satisfactory resolution of this disciplinary action;

6 **JURISDICTION**

7 6. Dr. Black is, and at all times mentioned herein was, a licensed chiropractor and
8 he admits that the Board has jurisdiction over him for the conduct addressed in the notice of
9 intended action referenced above;

10 **ACKNOWLEDGEMENT OF RIGHTS AND WAIVER OF RIGHTS**

11 7. Dr. Black is aware of, and fully understands, his right to have a hearing on the
12 allegations set forth in the notice of intended action, his rights to receive a complaint and
13 notice of hearing, his right to a disciplinary hearing, reconsideration, appeal, and all other
14 rights which may be afforded to him by the Nevada Administrative Procedure Act, NRS
15 chapter 233B, and the Nevada Chiropractic Act, NRS Chapter 634 and its regulations;

16 8. Dr. Black hereby makes a knowing, intelligent and voluntary waiver of his rights
17 enumerated in paragraph seven above and instead chooses to enter into this consent
18 settlement agreement under NRS 233B.121(5);

19 9. The parties agree that if the Board does not approve this agreement, the above
20 waiver of rights will have no effect whatsoever and Dr. Black will have all protections afforded
21 to him in any future disciplinary action arising out of the same facts and circumstances;

22 **CONDITIONS OF THE AGREEMENT**

23 10. Dr. Black agrees that the Board shall issue a public letter of reprimand for the
24 violations set forth in the notice of intended action referenced above. Dr. Black understands
25 and acknowledges that this public letter of reprimand is a type of discipline that may be
26 disseminated to members of the public;

27 11. Dr. Black agrees to pay the costs for the Board and its legal counsel in the
28 initiation and conclusion of this disciplinary matter. Costs shall be billed to Dr. Black in an

1 amount not to exceed five hundred dollars. Payment of these costs shall be due within 60
2 days of the date that Dr. Black receives a bill for said costs.

3 **ACCEPTANCE OF AGREEMENT BY THE BOARD**

4 12. Dr. Black understands this agreement shall be presented to the Board with a
5 recommendation for approval by the prosecuting attorney at the Board's next regularly
6 scheduled meeting. The document will not be presented for Board consideration until it has
7 been agreed to and signed by Dr. Black and his legal counsel;

8 13. Dr. Black understands that the Board is free to accept or reject this agreement.
9 The agreement shall not become effective until it has been approved by a majority vote of the
10 Board members and endorsed by a representative of the Board. If the agreement is rejected,
11 it shall have no force and effect whatsoever and the Board is free to proceed with disciplinary
12 action as it deems proper;

13 14. In agreeing to submit this agreement to the Board, Dr. Black hereby agrees to
14 waive any claim that members of the Board should be disqualified from sitting on a disciplinary
15 hearing panel because of their review and approval or rejection of this settlement agreement;

16 15. If the Board accepts this agreement, Dr. Black agrees to covenant not to sue,
17 release, and forever hold harmless the State of Nevada, the Board, its members, agents,
18 attorneys and employees from any and all manner of claims, actions, causes of action,
19 lawsuits, debts and judgments whatsoever, known and unknown, in law or in equity, that Dr.
20 Black ever had, now has, or may have arising out of or by reason of the Board's investigation
21 of the complaint, the negotiated settlement of this disciplinary action, or the conduct of
22 carrying out the terms of the agreement throughout the time periods described herein;

23 16. The parties agree that no inference against Dr. Black will be made from his
24 willingness to enter into this agreement at any disciplinary hearing or other lawful resolution of
25 this matter if the Board does not accept the agreement;

26 . . .

27 . . .

28 . . .

1 **EFFECT OF THE COMPLETE AGREEMENT**

2 17. This agreement and order embodies the entire agreement reached between the
3 parties and may not be altered, amended or modified without the expressed written consent of
4 the parties;

5 18. The Board shall retain jurisdiction in this case until all conditions of the
6 agreement have been met as described herein.

7 Dated this 22ND day of APRIL, 2005.

8 

9
10 PROSECUTING ATTORNEY FOR THE BOARD

11 

12 DR. CRAIG M. BLACK, D.C.

13
14 

15 APPROVED BY COUNSEL FOR DR. BLACK,
16 MATTHEW D. ENCE, ESQ.

17 SO APPROVED AND ORDERED BY THE BOARD:

18
19 
20 BOARD PRESIDENT

DATE APPROVED: 4.22.05